



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY VALLEY REGIONAL OFFICE

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David K. Paylor
Director

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Regional Director

STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO RUBBERMAID COMMERCIAL PRODUCTS LLC FOR RUBBERMAID-APPLE VALLEY Registration No. 81736

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1309 and -1316, between the State Air Pollution Control Board and Rubbermaid Commercial Products LLC, regarding the Rubbermaid-Apple Valley facility for the purpose of resolving certain violations of the Virginia Air Pollution Control Law and the applicable permit and regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the State Air Pollution Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1301.
2. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
3. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
4. "Environmental Management System" or "EMS" means a framework that helps an organization achieve its environmental goals through consistent review, evaluation, and improvement of its environmental compliance.

5. "Facility" means the Rubbermaid-Apple Valley facility, located at 125 Apple Valley Road in Winchester, Virginia.
6. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.
7. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the Virginia Air Pollution Control Law.
8. "PCE" means a partial compliance evaluation by DEQ staff.
9. "Permit" means a New Source Review (NSR) permit to operate and construct a metal can and container manufacturing operation, which was issued under the Virginia Air Pollution Control Law and the Regulations to Rubbermaid on April 9, 2018.
10. "Regulations" or "Regulations for the Control and Abatement of Air Pollution" mean 9 VAC 5 chapters 10 through 80.
11. "Rubbermaid" means Rubbermaid Commercial Products LLC, a limited liability company authorized to do business in Virginia and its members, affiliates, partners, and subsidiaries. Rubbermaid is a "person" within the meaning of Va. Code § 10.1-1300.
12. "Va. Code" means the Code of Virginia (1950), as amended.
13. "VAC" means the Virginia Administrative Code.
14. "Virginia Air Pollution Control Law" means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.

SECTION C: Findings of Fact and Conclusions of Law

1. Rubbermaid owns and operates a metal can and container manufacturing facility located at 125 Apple Valley Road, in Winchester, VA. The Facility is the subject of the Permit, issued to Rubbermaid on April 9, 2018.
2. On July 12, 2018, DEQ states that staff performed a PCE of the Facility, as part of a compliance assistance visit, and that because DEQ did not have record of start-up notification for a laser cutter from Rubbermaid, DEQ requested such documentation.
3. On July 27, 2018, Rubbermaid staff submitted documentation stating that the laser cutter installation date was May 1, 2017 and started up on June 30, 2017. DEQ states that it did not receive the start-up notification per 9 VAC 5-50-50(A)(1) and (3) and Permit Condition 39.
4. After a review of DEQ and Rubbermaid correspondence, DEQ states that its records show that on May 2, 2017, Rubbermaid staff submitted an email stating that startup of the laser cutter would not occur until after permit issuance.

5. On August 7, 2018, DEQ staff issued Notice of Violation No. AVRO000403-001 to Rubbermaid, citing Rubbermaid for construction and operating without a permit.
6. 9 VAC 5-80-1120 (A) states that: "No owner or other person shall begin actual construction of, or operate, any new stationary source or any project subject to this article without first obtaining from the board a permit under the provisions of this article. The owner may not construct or operate the stationary source or project contrary to the terms and conditions of that permit."
7. 9 VAC 5-80-1210(E) states that: "Any owner who constructs or operates a source subject to this section not in accordance with the terms and conditions of any permit to construct or operate, or any owner of a source subject to this section who commences construction or operation without receiving a permit hereunder, shall be subject to appropriate enforcement action including, but not limited to, any specified in this section."
8. On February 11, 2019, the Office of the Attorney General filed a complaint on behalf of the Director and the Board for the violations as described in paragraphs C(2) through C(7), above. On March 26, 2019, Rubbermaid filed an answer to the complaint. Subsequent discussions resulted in an agreement as provided for in this Order, including directing the Office of the Attorney General to dismiss the complaint.
9. Based on the results of the July 12, 2018 PCE and the documentation submitted by Rubbermaid to DEQ as referenced in paragraph C(4), the Board concludes that Rubbermaid has violated 9 VAC 5-50-50(A)(3), 9 VAC 5-80-1120(A) and 9 VAC 5-80-1210(E) as described in paragraphs C(2) through C(7), above.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 10.1-1309 and -1316, the Board orders Rubbermaid, and Rubbermaid agrees to:

1. Perform the actions described in Appendix A of this Order;
2. Pay a civil charge of \$184,500 within 30 days of the effective date of the Order in settlement of the alleged violations cited in this Order; and
3. Be liable for stipulated civil charges as specified below (capitalized terms include those defined in Appendix A of this Order):
 - a. Construction/modification/reconstruction at a Rubbermaid Virginia manufacturing facility or portion of a facility without required air permit coverage including operation of equipment that is required to be, but has not been included in, an existing permit issued under the Virginia Air Pollution Control Law and the Regulations.
 - b. Failure to provide notification of equipment installation or startup required pursuant to any permit issued pursuant to the Virginia Air Pollution Control Law and the

Regulations at any Rubbermaid Virginia manufacturing facility: \$260 per day per violation.

- c. Failure to comply with the required submittal of Appendix A Quarterly Reports, the Comprehensive Environmental Evaluation Report, and the Action Plan. Stipulated civil charges related to Appendix A are limited to the failure to complete such deliverables on time or to include the information specified for each. Both Rubbermaid and DEQ may dispute the Evaluation Findings in the deliverables, but such dispute may not form the basis for stipulated civil charges.
- d. Failure to comply with any other term or condition of this Order.
- e. Rubbermaid shall pay the following stipulated civil charges pursuant to Sections D.3.a., D.3.e., and D.3.d. above, subject to the terms and conditions of this Order:

Days 1-30	\$500 per day per violation;
Days 31-90	\$750 per day per violation;
Days 91+	\$1,000 per day per violation.

All stipulated civil charges shall begin to accrue upon written notification from DEQ to Rubbermaid describing the failure or noncompliance or upon disclosure to Rubbermaid by the Auditor of a relevant Evaluation Finding, and shall continue to accrue until submittal to DEQ of the required air permit application under Section D.3.a., the notification under Section D.3.b., or the deliverable under Section D.3.c., or through the final day of the correction of the noncompliance under Section D.3.d. After submittal to DEQ of the required air permit application under Section D.3.a., stipulated civil charges shall begin to accrue on the date that is thirty (30) days after Rubbermaid's failure to supplement or amend the air permit application if reasonably requested by DEQ under applicable permitting requirements and shall continue to accrue until submittal to DEQ.

Following the Board's determination that the Rubbermaid has failed to comply with a requirement of the Act, Regulations, its Permit, or this Order, the Board may give Rubbermaid written notification of the same and describe the noncompliance. Separate civil charges for separate violations shall accrue simultaneously. The Board shall send Rubbermaid a written demand for the payment of the civil charge. However, civil charges shall accrue as provided above, regardless of whether the Board has notified Rubbermaid of a violation.

All stipulated civil charges accruing under this Section shall be due and payable within 30 days of Rubbermaid's receipt from the Board of a demand for payment of the civil charge. All payments to the Department under this Section shall indicate that the payment is for stipulated civil charges. If Rubbermaid fails to pay stipulated civil charges when due, Rubbermaid shall pay interest on the unpaid stipulated civil charges at the judgment rate of interest as provided in § 6.2-302 of the Code of Virginia.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Rubbermaid shall include its Federal Employer Identification Number (FEIN) with the civil charge payment or any stipulated civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Rubbermaid shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Rubbermaid for good cause shown by Rubbermaid, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard. This Order is to be in effect for a minimum of three years from execution regardless of the completion of the actions in Appendix A and Rubbermaid shall not request termination of this Order prior to three years from execution based upon compliance.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order and in NOV No. AVRO000803-001 dated August 7, 2018. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order. Except for those violations identified in Section C of this Order, the inclusion of provisions for stipulated civil charges shall not be construed as prohibiting, altering, or in any way limiting the ability of the Board to seek any other remedies available by virtue of Rubbermaid's violation of any state law or regulation, this Order, or of the statutes and regulations upon which it is based. Nothing in this Consent Order shall restrict the right of Rubbermaid to contest any subsequent enforcement action based on allegations of new, subsequent or repeated violations, or stipulated civil charges, to the extent provided by law.
3. For purposes of this Order and subsequent actions with respect to this Order only, Rubbermaid admits to the jurisdictional allegations, and agrees not to contest, but does not admit, findings of fact, and conclusions of law in this Order.
4. Rubbermaid consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. Rubbermaid declares it has received fair and due process under the Administrative Process Act and the Virginia Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Rubbermaid to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Rubbermaid shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Rubbermaid shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Rubbermaid shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Rubbermaid. Nevertheless, Rubbermaid agrees to be bound by any compliance date

which precedes the effective date of this Order.


11. This Order shall continue in effect for three years from the date of entry and until:

- a. The Director or his designee terminates the Order after Rubbermaid has completed all of the requirements of the Order;
- b. Rubbermaid petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
- c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Rubbermaid.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Rubbermaid from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Rubbermaid and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Rubbermaid certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Rubbermaid to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Rubbermaid.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Rubbermaid for and in consideration of the agreements and representations herein voluntarily agrees to the issuance of this Order.
16. By its signature below, DEQ agrees that upon execution of this Order the complaint filed in the case of *Paylor v. Rubbermaid*, CL19-99 referenced in Section C.8. of this Order shall be promptly dismissed with prejudice. DEQ further represents that the Director, the Board, and the Office of the Attorney General are in agreement with and shall promptly implement such dismissal.

And it is so ORDERED this 23rd day of September, 2019.



Amy T. Owens, Regional Director
Department of Environmental Quality

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Rubbermaid Commercial Products LLC voluntarily agrees to the issuance of this Order.

Date: 9/6/2019 By: Anthony Zil Division CEO
(Person) (Title)
Rubbermaid Commercial Products LLC

~~Commonwealth of Virginia~~ North Carolina
City/County of Rocky Mount

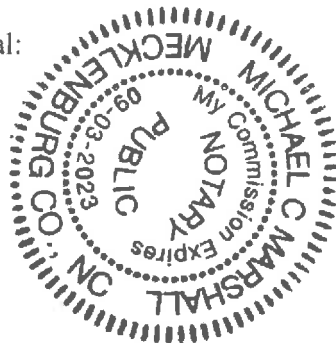
The foregoing document was signed and acknowledged before me this 6th day of
September, 2019, by Anthony L Fenwick who is
Division CEO of Rubbermaid Commercial Products LLC on behalf of the
company.

Michael Marshall
Notary Public

N/A
Registration No.

My commission expires: 9-3-2023

Notary seal:



APPENDIX A SCHEDULE OF COMPLIANCE

General EMS Provision:

Rubbermaid shall develop and implement a comprehensive compliance-focused evaluation for each of its Virginia manufacturing facilities ("Facilities"). The evaluation shall address, at a minimum, the key elements listed below.

I. Definitions

"Action Plan" means a comprehensive plan for each of the Facilities to fully address all Findings identified in the Comprehensive Environmental Evaluation Report.

"Auditor" means the independent third-party hired by Rubbermaid to conduct the evaluation at the Facility, and who meets the requirements of this Appendix.

"Comprehensive Environmental Evaluation Report" means a report setting forth the Evaluation Findings resulting from the evaluation of the Facility by the Auditor, which meets all of the requirements of this Appendix.

"Environmental Requirements" means all applicable provisions of the following laws: (i) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 *et seq.*, ("RCRA"); (ii) the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; (iii) the Federal Water Pollution Control Act (33 U.S.C. §§1251 *et seq.*); (iv) the Safe Drinking Water Act, 41 U.S.C. §§300f *et seq.*; (v) the Virginia Air Pollution Control Law Va. Code §§10.1-1300 *et seq.*; (vi) the State Water Control Law, Va. Code §§ 62.1-44t2, *et seq.*; (vii) the Virginia Solid Waste Management Act Va. Code §§ 10.1-1400, *et seq.*; (viii) the Virginia Stormwater Management Act, Va. Code §§ 62.1-44.15:24, *et seq.*; and (ix) the regulations promulgated and permits issued to Rubbermaid by DEQ pursuant to the laws listed in parts (i) to (viii) of this definition.

"Evaluation Finding" means a written summary of all instances of non-conformance noted during the Comprehensive Environmental Evaluation, and all areas of concern identified during the course of the evaluation that merit further review or evaluation for potential environmental or regulatory compliance.

II. Environmental Evaluation

- A. A Comprehensive Environmental Compliance Evaluation addressing Environmental Requirements and Rubbermaid's process, measures, or other means for ensuring compliance with Environmental Requirements shall be conducted by an independent auditor who shall evaluate each Virginia

Rubbermaid manufacturing facility (Facilities) to ensure the following elements have been clearly delineated, identified, or otherwise addressed by Rubbermaid:

1. Environmental Requirements

- a. Proper identification of all applicable Environmental Requirements for the facility including proper identification of appropriate permits and/or permit or requirement categories (e.g. generator category for hazardous waste).
- b. Existence and extent of a process for identifying, interpreting, and effectively communicating environmental requirements to affected organization personnel and then ensuring that Facilities activities conform to those requirements (i.e., ongoing compliance monitoring).
- c. Existence and extent of procedures or process for prospectively identifying and obtaining information about changes and proposed changes in environmental requirements or identifying changes, modifications, or other facility operations could alter or trigger additional Environmental Requirements.
- d. Existence and extent of processes to ensure communication with regulatory agencies regarding environmental requirements and regulatory compliance.

2. Organization, Personnel, and Oversight

- a. Organization charts or other documentation that identify units, line management, and other individuals having environmental performance and regulatory compliance responsibilities.
- b. Specific duties, roles, responsibilities, and authorities of key environmental program personnel in ensuring compliance with environmental laws and regulations.
- c. Ongoing means of communicating environmental issues and information to all organization personnel.

3. Accountability and Responsibility

- a. Identified accountability and environmental responsibilities of organization's managers and personnel for environmental protection practices, assuring compliance, required reporting to regulatory agencies, and corrective actions implemented in their area(s) of responsibility.
- b. Existence of programs or other means to ensure managers and employees perform in accordance with compliance policies, standards and procedures.
- c. Existence of identified potential consequences for departure from specified operating procedures, including liability for

civil/administrative penalties imposed as a result of noncompliance.

4. Assessment, Prevention, and Control

- a. Existence and extent of ongoing process for assessing operations, for the purposes of preventing and controlling releases, ensuring environmental protection, and maintaining compliance with statutory and regulatory requirements. This includes any monitoring and measurements, to ensure sustained compliance. The proper identification and process for identifying operations and waste streams where equipment malfunctions and deterioration, operator errors, and discharges or emissions may be causing, or may lead to:
 - releases of hazardous waste or other pollutants to the environment,
 - threat to human health or the environment, or
 - violations of environmental requirements.
- b. Describes process for identifying operations and activities where documented standard operating practices (SOPs) are needed to prevent potential violations or pollutant releases, and defines a uniform process for developing, approving, and implementing the SOPs.
- c. A system for conducting and documenting routine, objective, self inspections by department supervisors and trained staff where required by environmental requirements.
- d. Identification of means or process to ensure input of environmental requirements (or concerns) in planning, design, and operation of ongoing, new, and/or changing buildings, processes, equipment, maintenance activities, and products (i.e., operational "change management").

5. Environmental Incident and Noncompliance Investigations

- a. The extent and existence of standard procedures and requirements for internal and external reporting of potential violations and release incidents.
- b. The extent and existence of procedures for investigation, and prompt and appropriate correction of potential violations. The investigation process includes root-cause analysis of identified problems to aid in developing the corrective actions.

- c. A system, process, or means for development, tracking, and effectiveness verification of corrective and preventative actions including proper and/or required reporting to state and federal agencies.

6. Environmental Training, Awareness, and Competence

- a. Specific education and training required for organization personnel pursuant to environmental requirements, as well as a process for documenting training provided.
- b. A program, process, or means to ensure that organization employees are aware of its environmental policies and procedures, environmental requirements, and their roles and responsibilities within the environmental management system.
- c. A program, process, or means for ensuring that personnel responsible for meeting and maintaining compliance with environmental requirements are competent on the basis of appropriate education, training, and/or experience.

7. Maintenance of Records and Documentation

- a. A program, process, or means for ensuring the development and retention of records or other documentation required by environmental regulations.

B. Quarterly Reports. Rubbermaid shall submit status reports to DEQ on a quarterly basis (i.e., reports for periods of January-March, April-June, July-September, and October-December) regarding the progress of the environmental evaluation. Rubbermaid shall submit quarterly progress reports to DEQ, with the first report being due ninety (90) days after execution of this Order. Subsequent progress reports will be every **January 10, April 10, July 10, and October 10**, until the termination of this Order. The quarterly progress reports shall contain:

- a. a summary of all work completed since the previous progress report in accordance with this Order;
- b. a projection of the work to be completed during the upcoming quarterly period in accordance with this Order; and
- c. a statement regarding any anticipated problems in complying with this Order.

C. Auditor Selection. Rubbermaid shall select an independent Auditor for each of the Facilities who:

- meets qualifications which document the ability of the Auditor to conduct a comprehensive environmental compliance evaluation;
 - has expertise and competence in the regulatory programs under federal and state environmental laws;
 - the Auditor shall be paid by Rubbermaid in an amount sufficient to fully carry out the provisions of this Appendix. The Auditor must not be an employee of Rubbermaid or of any firm contracted to perform work on behalf of Rubbermaid, and must have no other direct financial stake in the outcome of the Comprehensive Environmental Evaluation conducted pursuant to this Order. If Rubbermaid has or discovers that it has any other contractual relationship with the Auditor, Rubbermaid shall disclose to DEQ such past or existing contractual relationships.
- D. Rubbermaid shall identify any and all site-specific safety and training requirements for the Auditor(s), and shall ensure that the requirements are met prior to conducting the evaluation.
- E. Comprehensive Environmental Evaluation. Rubbermaid shall require the Auditor to conduct the Comprehensive Environmental Evaluation at each of the Facilities within nine (9) months of the effective date of this Order, to evaluate the adequacy of Rubbermaid's environmental compliance, from top management down, throughout each major organizational unit at the Facilities, and to identify where further improvements or actions should be taken. The Auditor shall assess conformance with the elements specified in Paragraph II.A, above and shall determine the following:
- whether each element is properly addressed;
 - whether environmental compliance is properly identified and addressed;
 - adequacy of self-assessment procedures, process, or means for ensuring environmental compliance;
 - whether the Facility is effectively communicating environmental requirements to affected parts of the organization;
 - whether further improvements should be made to ensure compliance with environmental requirements; and
 - whether there are observed deviations from the Facility's written requirements or procedures.

- F. A designated representative from DEQ may participate in the Comprehensive Environmental Evaluation as an observer, but may not interfere with the independent judgment of the Auditor. Rubbermaid shall make timely notification to the designated regulatory contact at DEQ regarding scheduling in order to make arrangements for the observer to be present. Rubbermaid personnel or consultant may also participate in the on-site audits as an observer, but may not interfere with the independent judgment of the Auditor.
- G. Comprehensive Environmental Evaluation Reports. Rubbermaid shall direct the Auditor to develop and concurrently submit a Comprehensive Environmental Evaluation Report to itself and DEQ within ninety (90) days following the completion. The Comprehensive Environmental Evaluation Report shall present the Evaluation Findings and shall, at a minimum, contain the following information:
- evaluation scope, including the period of time covered by the evaluation;
 - the date(s) the on-site portion of the evaluation was conducted;
 - identification of evaluation team members;
 - identification of any company, facility, or consulting representatives and regulatory agency personnel observing the audit;
 - the distribution for the Comprehensive Environmental Evaluation Report;
 - a summary of the evaluation process, including any obstacles encountered;
 - detailed Comprehensive Environmental Evaluation Findings, including the basis for each finding;
 - identification of any Comprehensive Environmental Evaluation Findings corrected or addressed during the audit, and a description of the corrective measures and when they were or will be implemented; and,
 - certification by the Auditor that the Comprehensive Environmental Evaluation was conducted in accordance with the provisions of this Appendix.

Rubbermaid shall ensure that the Auditor submits the Report directly to the DEQ contact provided in this Order and does not redact, amended, or omit any information concurrently provided to Rubbermaid.

- H. Follow-Up Corrective Measures & Action Plan. Upon receiving the Comprehensive Environmental Evaluation Report, Rubbermaid shall develop an Action Plan for expeditiously addressing each Evaluation Finding. The Action Plan shall include the results of any root-cause analysis, specific deliverables,

responsibility assignments, identification of any action taken, and an implementation schedule to address any remaining findings or recommendations. The Action Plan shall be submitted to DEQ within sixty (60) days of receiving the Comprehensive Environmental Evaluation Report. Upon DEQ approval, the Action Plan and implementation schedule shall be an enforceable part of this Order. Deviations from the approved Action Plan and implementation schedule require prior written authorization from DEQ.

I. DEQ Contact

Unless otherwise specified in this Order, Aqua shall submit all requirements of Appendix A of this Order to:

Tiffany R. Severs
Enforcement Team Leader
DEQ Valley Regional Office
Mailing: PO Box 3000, Harrisonburg, Virginia 22801
Location: 4411 Early Road, Harrisonburg, Virginia
540-574-7859
540-574-7878
tiffany.severs@deq.virginia.gov